

AG Contract No. KR00 0876TRN  
ADOT ECS File No. JPA 00-81  
Project: 092 CH 323 H4935 01C  
Section: SR-92 @ Buffalo Soldier Trail

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SIERRA VISTA

THIS AGREEMENT is entered into 8 AUGUST, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF SIERRA VISTA, acting by and  
through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes-Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to design and construct improvements at the intersection of SR-92 and Buffalo Soldier Trail, at an estimated cost of \$310,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public. The parties agree that the City will be the lead agency for the construction of the project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24148  
Filed with the Secretary of State  
Date Filed: 08/08/00  
Petrey Gayless  
Secretary of State

Dick V. Darnewood  
By \_\_\_\_\_

## II. SCOPE

### 1. The State will.

a. Provide to State standards design plans, specifications and such other documents and services required for the intersection improvement project suitable for construction bidding and construction, and provide progress copies to the City for comment. Incorporate City review comments.

b. Upon completion of design, provide the City with the final design documents for use in bidding and constructing the Project.

c. Be responsible for the cost of the improvements to the Northwest quadrant of the intersection, as shown on Exhibit A, which is attached hereto and made a part hereof, in an amount currently estimated at \$91,800.00, and be responsible for it's proportionate share of any Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Upon completion of the Project by the City, provide maintenance to the Project within the State right-of-way

### 2. The City will:

a. Review the design documents and provide comments.

b. Using the design documents provided by the State, call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any Project related construction contract modifications, and be responsible for the City's proportionate share of any Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. After bid opening, but prior to the award of a Project construction contract, invoice the State for the reasonable direct actual cost of the State's portion of the improvement Project, with no profit or fee (except construction administration), in an amount currently estimated at \$91,800.00. Be responsible for the cost of the Project outside the Northwest quadrant of the intersection, in an amount currently estimated at \$218,200.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the transfer of funds, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Sierra Vista  
City Manager  
2400 E. Tacoma Street  
Sierra Vista, AZ 85635

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SIERRA VISTA

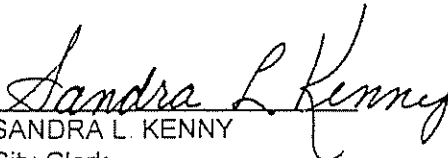
By   
TOM HESSLER  
Mayor

STATE OF ARIZONA

Department of Transportation

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

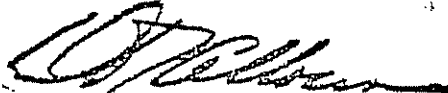
ATTEST

By   
SANDRA L. KENNY  
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of May 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities for the design, construction and maintenance of improvements to SR-92 at Buffalo Soldier Trail.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E. ..  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION 4427

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT INTERSECTION IMPROVEMENTS TO STATE ROUTE 92 AND BUFFALO SOLDIER TRAIL AND SHARE ACTUAL COSTS OF THE PROJECT, APPROXIMATELY \$91,800.00 FOR ADOT AND \$218,200.00 FOR THE CITY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways which are safe and meet the transportation needs of the general public; and

WHEREAS, the intersection of State Route 92 and Buffalo Soldier Trail supports a high volume of vehicle traffic and is in need of improvements; and

WHEREAS, it is in the mutual interest and benefit for ADOT and the City to improve the intersections along State Route 92 and Buffalo Soldier Trail; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement that will allow ADOT to share the costs to construct said improvements to the intersection of State Route 92 and Buffalo Soldier Trail.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the ~~settled~~ policy of the City Council of seeking Federal and State funding assistance, be, and hereby is, reaffirmed.

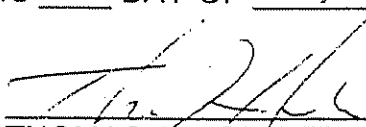
SECTION 2

That the City Council approves entering into an Intergovernmental Agreement with ADOT to construct improvements to the intersection of State Route 92 and Buffalo Soldier Trail and share actual costs, approximately \$91,800.00 for ADOT and \$218,200.00 for the City.

SECTION 3

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 13th DAY OF July 2000.

  
THOMAS J. HESSLER  
Mayor

ATTEST:

  
SANDRA L. KENNY  
City Clerk

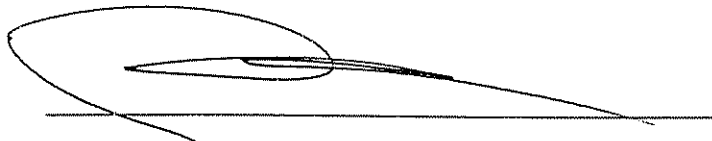
APPROVED AS TO FORM:

  
STUART L. FAUVER  
City Attorney

APPROVAL OF THE SIERRA VISTA CITY ATTORNEY

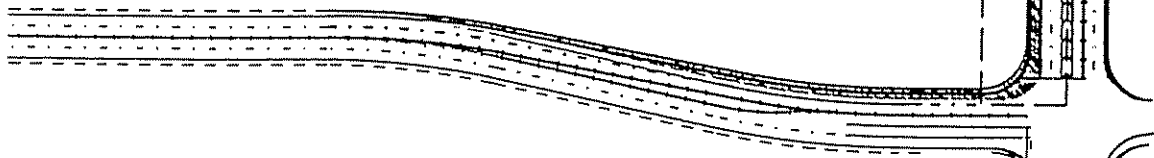
I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of July, 2000.

  
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City Attorney



ADOT Share



*BUFFALO SOLDIER TRAIL*

*SR 92*

*Proposed SR 92 / Buffalo Soldier Trail  
Intersection Improvements*

*Exhibit A*





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO  
ATTORNEY GENERAL

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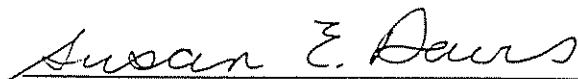
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0876TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: July 26, 2000

JANET NAPOLITANO  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

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